

**MEMORANDUM OF UNDERSTANDING BETWEEN THE VILLAGE OF ROCKTON
AND THE VILLAGE OF ROSCOE FOR POLICE MUTUAL AID**

This Memorandum of Understanding (“MOU”) is entered into between the Village of Rockton, Illinois (“Rockton”) and the Village of Roscoe, Illinois (“Roscoe”) as of the date the last of them to sign this MOU (“Effective Date”). Rockton and Roscoe are at times referred to herein as a “Party” or collectively as the “Parties”.

RECITALS:

WHEREAS, Rockton and Roscoe each independently operate law enforcement departments which are charged with enforcing laws and protecting their citizens; and

WHEREAS, the Roscoe Road bridge will be closed for repairs for a significant period of time starting in approximately June of 2026, and shall remain closed until the repairs to the Roscoe Road bridge are complete, with completion anticipated in _____, 2026 (Roscoe Road Bridge Closure); and

WHEREAS, during the Roscoe Road Bridge Closure, the Roscoe Police Department anticipates experiencing delays in emergency response time to the Village of Roscoe Village limits on the west side of the Roscoe Road bridge;

WHEREAS, the Parties agree that in the event of a call for Roscoe police service to the West side of the Roscoe Road bridge during the bridge closure, that upon request by the Roscoe Police Department, the Rockton Police Department shall provide the initial response, and/or emergency backup (Mutual Aid) on the terms and conditions set forth herein; and

WHEREAS, the Blackhawk Road bridge will be closed for repairs for a significant period of time starting in approximately _____ of 2027, and shall remain closed until the repairs to the Blackhawk Road bridge are complete, with completion anticipated in _____, 2027 (Blackhawk Road Bridge Closure); and

WHEREAS, during the Blackhawk Road Bridge Closure, the Rockton Police Department anticipates experiencing delays in emergency response time to the Village of Rockton Village limits on the south side of the Blackhawk Road bridge;

WHEREAS, the Parties agree that in the event of a call for Rockton police service to the South side of the Blackhawk Road bridge during the bridge closure, that upon request by the Rockton Police Department, the Roscoe Police Department shall provide the initial response and/or emergency backup (Mutual Aid), on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and promises contained herein, and other valuable considerations, the receipt and sufficiency of which they acknowledge, the Parties agree as follows:

1. RECITALS: The above recitals are incorporated herein and made a part thereof.
2. AUTHORITY: The Parties enter into this Agreement in accordance with the authority vested in them by the Intergovernmental Cooperation Act, 5 ILCS 220/1, et seq.
3. TERM: The Term of this MOU shall extend from the Effective Date to the Respective re-opening of the Roscoe Road bridge and the Blackhawk Road bridge.
4. INITIAL RESPONSE. Upon request to provide Mutual Aid , Roscoe and Rockton police officers shall only be required to provide the Mutual Aid if officers are not actively engaged in another call for service. Upon the arrival of the requesting officer, the initial responding officer shall turn the matter over to the requesting officer and will be permitted to leave the scene and return to their customary shift assignment, unless additional mutual aid assistance is requested by the requesting officer. Upon the reopening of the Roscoe Road bridge, the Roscoe Police Department shall no longer request the Rockton Police Department to provide Mutual Aid services under this Agreement. Upon the reopening of the Blackhawk Road bridge, the Rockton Police Department shall no longer request the Roscoe Police Department to provide Mutual Aid services under this Agreement.
5. POLICING AND MUTUAL AID AUTHORIZATION. The Parties hereby authorize the Rockton Police Department and the Roscoe Police Department to respond and provide Mutual Aid to the identified areas in each other's jurisdictions, described and attached hereto as Exhibit A and incorporated herein.
6. ARREST POWERS: The law enforcement officers of the Rockton Police Department and the Roscoe Police Department shall have the authority to act with all of the arrest and other police authorities of a law enforcement officer in the State of Illinois when requested to provide a first response as provided for herein.
7. OPERATIONAL/REPORTING PROCEDURES: Incident reports and/or supplemental reports shall be provided by the initial responding agency upon the request of the other agency, including, but not limited to, situations where an arrest is made; accidents occur (motor vehicle and/or personal injury); and/or use of force techniques are applied. Whenever possible, communications should be established between the Parties when responding to calls for service.
8. INDEMNIFICATION: To the fullest extent allowed by law, each Party shall defend, indemnify and hold harmless and defend the other Party and its officials, officers, departments, agencies, committees, board members, representatives, employees, agents, contractors and attorneys (collectively, "indemnified parties") against any and all liability, loss, claims, demands, adverse administrative law violations, rulings, or consequences, costs, damages, fines, forfeitures, penalties, expenses, of every kind and description, or damage to persons or property, arising out of or in connection with, or occurring during,

the course of this Agreement where such liability is founded upon or occurring out of, the acts or omissions of a party, its agents, assigns, or employees. Each Party agrees to protect itself under this indemnity agreement with the insurance coverages set forth in this Agreement. It is agreed by the Parties that nothing in this Agreement, including but not limited to indemnification and hold harmless clauses, shall in any way constitute a waiver on the part of any party of any immunity, notice requirements, liability limitation or other protection available under any applicable statute or other law.

9. **INSURANCE:** Each Party shall procure and maintain, at its sole and exclusive expense, insurance coverage, including comprehensive liability, personal injury, property damage, and workers' compensation in accordance with the below stated policy amounts. Any officer of the Village of Roscoe Police Department or the Village of Rockton Police Department acting under this Agreement may not be considered, for liability purposes, as an employee or agent of the other Party's Police Department for their actions while in the other Party's jurisdiction regardless of the supervision or control of the officer's actions while within that jurisdiction.

- Comprehensive General Liability Insurance: An amount not less than \$1,000,000.00/occurrence, \$2,000,000.00/policy limit.
- Automobile Liability Insurance: An amount not less than \$1,000,000.00 combined single limit. Said coverage is to be extended to cover hired or non-owned vehicles.
- Umbrella or Excess Liability Insurance: An amount not less than \$2,000,000.00.
- Workers' Compensation Insurance: An amount not less than statutorily required limits. Employer's liability in an amount not less than \$500,000.00 each accident, \$500,000.00 disease (policy limit) and \$500,000.00 disease (each employee).

10. **CRITICAL INCIDENT/OFFICER INVOLVED SHOOTINGS:** In the event that a critical incident or officer involved shooting occurs while assisting the other Party, the head of the law enforcement agency where the incident occurs shall choose which agency (or a third-party agency) will conduct the investigation. In any case, the investigating agency will work closely with the involved officer's police department to ensure compliance with the involved officer's agency's policies and procedures.

11. **TERMINATION OR MODIFICATION.** This Agreement may be terminated by either Party by giving the other Party 10 days' written notice of that Party's intent to terminate this Agreement. The notice shall state the effective date of termination and shall be mailed to the other Party at least 10 days prior to the date of termination as follows. Requests for deletions, additions, or modifications to this agreement must be in writing and signed by an authorized representative of the Party. Written requests for termination or modifications should be forwarded to the following:

To: Chief of Police
Village of Rockton
110 E. Main Street
Rockton, IL 61072

